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Central Intelligence Agency



Washington, D.C. 20505

OLL 84-0936

5 March 1984

The Honorable Patricia Schroeder
Subcommittee on Civil Service
Committee on Post Office and Civil Service
House of Representatives
Washington, D.C. 20515

Dear Madam Chairwoman:

This is written in response to your 17 February 1984 letter requesting information on the non-disclosure agreements utilized by the Central Intelligence Agency (CIA) to assist in your consideration of H.R. 4681, the "Federal Polygraph Limitation and Anti-Censorship Act of 1984." I have been asked to respond on behalf of the Director of Central Intelligence.

In response to your questions concerning the types of personnel that sign various secrecy agreements here at the Agency, you should know that all Agency employees, whether staff employees, probationary employees, or contract employees, as well as detailees and assignees from other agencies, sign secrecy agreements containing a prepublication review provision. All Agency employees are required to sign, as a condition of employment, an entrance on duty (EOD) secrecy agreement which contains a prepublication review requirement (enclosed at Tab A). Detailees and assignees from other federal agencies similarly sign a secrecy agreement with a prepublication review requirement at the beginning of their detail or assignment with the CIA. Due to the extraordinarily sensitive mission of this Agency, all employees, detailees, and assignees sign such agreements regardless of the level of classified information to which they may have access at the Agency. It thus should be emphasized that prepublication review requirements are agreed to in writing by all Agency employees, detailees, and assignees, and not simply by those individuals who seek access to Sensitive Compartmented Information (SCI).

As you may know, a prepublication review requirement of some sort has existed and has been agreed to in writing by Agency employees since the 1940's. A sampling of secrecy agreements which have been utilized during various periods of the Agency's existence is enclosed at Tab B. As you can see from these agreements, the Agency has historically required that before an employee is provided access to classified information, that he or she sign a written agreement containing a prepublication review requirement.



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It should be noted that the requirement to sign a non-disclosure agreement for access to SCI is separate from the requirement that Agency employees, detailees, and assignees sign secrecy agreements. Thus, anyone who seeks access to SCI, whether or not he or she has signed a CIA secrecy agreement, must sign an SCI non-disclosure agreement. For this reason, the SCI non-disclosure agreement must be signed by Government contractors and Government employees alike. The SCI non-disclosure agreement (Form 4193 and its predecessors) does contain a prepublication review requirement.

The above information should answer the questions posed in your 17 February letter. We have not provided specific numbers in response to these questions since information concerning the number of Agency personnel is classified and protected by statute (50 U.S.C. 403g). We would be willing, however, if you believe it necessary, to provide a classified submission which would provide available information on the numbers of Agency employees who have signed EOD secrecy agreements and/or SCI non-disclosure agreements.

If I may be of further assistance on this matter, do not hesitate to contact me.

Sincerely,



Clair E. George
Director, Office of Legislative Liaison

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Enclosures

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SWH: csh (5 March 1984)

SECURITY AGREEMENT

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1. I, _____ (print full name), hereby agree to accept as a prior condition of my being employed by, or otherwise retained to perform services for, the Central Intelligence Agency, or for staff elements of the Office of the Director of Central Intelligence (hereinafter collectively referred to as the "Central Intelligence Agency"), the obligations contained in this agreement.

2. I understand that in the course of my employment or other service with the Central Intelligence Agency I may be given access to information which is classified in accordance with the standards set forth in Executive Order 12065 as amended or superseded, or other applicable Executive Order, and other information which, if disclosed in an unauthorized manner, would jeopardize foreign intelligence activities of the United States Government. I accept that by being granted access to such information I will be placed in a position of special confidence and trust and become obligated to protect the information from unauthorized disclosure.

3. In consideration for being employed or otherwise retained to provide services to the Central Intelligence Agency, I hereby agree that I will never disclose in any form or any manner any of the following categories of information or materials, to any person not authorized by the Central Intelligence Agency to receive them:

a. information which is classified pursuant to Executive Order and which I have obtained during the course of my employment or other service with the Central Intelligence Agency;

b. information, or materials which reveal information, classifiable pursuant to Executive Order and obtained by me in the course of my employment or other service with the Central Intelligence Agency but which, because of operational circumstance or oversight, is not formally marked as classified in accordance with such Executive Order and which I know or have reason to know has not been publicly acknowledged by the Agency;

c. information obtained by me in the course of my employment or other service with the Central Intelligence Agency that identifies any person or organization that presently has or formerly has had a relationship with a United States foreign intelligence organization, which relationship the United States Government has taken affirmative measures to conceal.

4. I understand that the burden will be upon me to learn whether information or materials within my control are considered by the Central Intelligence Agency to fit the descriptions set forth in paragraph 3, and whom the Agency has authorized to receive it.

5. As a further condition of the special confidence and trust reposed in me by the Central Intelligence Agency, I hereby agree to submit for review by the Central Intelligence Agency all information or materials including works of fiction which contain any mention of intelligence data or activities, or contain data which may be based upon information classified pursuant to Executive Order, which I contemplate disclosing publicly or which I have actually prepared for public disclosure, either during my employment or other service with the Central Intelligence Agency or at any time thereafter, prior to discussing it with or showing it to anyone who is not authorized to have access to it. I further agree that I will not take any steps toward public disclosure until I have received written permission to do so from the Central Intelligence Agency.

6. I understand that the purpose of the review described in paragraph 5 is to give the Central Intelligence Agency an opportunity to determine whether the information or materials which I contemplate disclosing publicly contain any information which I have agreed not to disclose. I further understand that the Agency will act upon the materials I submit and make a response to me within a reasonable time.

7. I understand that all information or materials which I may acquire in the course of my employment or other service with the Central Intelligence Agency which fit the descriptions set out in paragraph 3 of this agreement are and will remain the property of the United States Government. I agree to surrender all materials reflecting such information which may have come into my possession or for which I am responsible because of my employment or other service with the Central Intelligence Agency, upon demand by an appropriate official of the Central Intelligence Agency, or upon the conclusion of my employment or other service with the Central Intelligence Agency.

8. I agree to notify the Central Intelligence Agency immediately in the event that I am called upon by judicial or congressional authorities to testify about, or provide, information which I have agreed herein not to disclose.

9. I understand that nothing contained in this agreement prohibits me from reporting intelligence activities which I consider to be unlawful or improper directly to the Intelligence Oversight Board established by the President or to any successor body which the President may establish. I recognize that there are also established procedures for bringing such matters to the attention of the Agency's Inspector General or to the Director of Central Intelligence. I further understand that any information which I may report to the Intelligence Oversight Board continues to be subject to this agreement for all other purposes and that such reporting does not constitute public disclosure or declassification of that information.

10. I understand that any breach of this agreement by me may result in the Central Intelligence Agency taking administrative action against me, which can include temporary loss of pay or termination of my employment or other service with the Central Intelligence Agency. I also understand that if I violate the terms of this agreement, the United States Government may institute a civil proceeding to seek compensatory damages or other appropriate relief. Further, I understand that the disclosure of information which I have agreed herein not to disclose can, in some circumstances, constitute a criminal offense.

11. I understand that the United States Government may, prior to any unauthorized disclosure which is threatened by me, choose to apply to any appropriate court for an order enforcing this agreement. Nothing in this agreement constitutes a waiver on the part of the United States to institute a civil or criminal proceeding for any breach of this agreement by me. Nothing in this agreement constitutes a waiver on my part of any possible defenses I may have in connection with either civil or criminal proceedings which may be brought against me.

12. In addition to any other remedy to which the United States Government may become entitled, I hereby assign to the United States Government all rights, title, and interest in any and all royalties, remunerations, and emoluments that have resulted or will result or may result from any divulgence, publication or revelation of information by me which is carried out in breach of paragraph 5 of this agreement or which involves information prohibited from disclosure by the terms of this agreement.

13. I understand and accept that, unless I am provided a written release from this agreement or any portion of it by the Director of Central Intelligence or the Director's representative, all the conditions and obligations accepted by me in this agreement apply both during my employment or other service with the Central Intelligence Agency, and at all times thereafter.

14. I understand that the purpose of this agreement is to implement the responsibilities of the Director of Central Intelligence, particularly the responsibility to protect intelligence sources and methods, as specified in the National Security Act of 1947, as amended.

15. In any civil action which may be brought by the United States Government for breach of this agreement, I understand and agree that the law of the Commonwealth of Virginia shall govern the interpretation of this agreement.

16. Each of the numbered paragraphs and lettered subparagraphs of this agreement is severable. If a court should find any of the paragraphs or subparagraphs of this agreement to be unenforceable, I understand that all remaining provisions will continue in full force.

17. I make this agreement in good faith, and with no purpose of evasion.

XX

Signature

XX

Date

The execution of this agreement was witnessed by the undersigned, who accepted it on behalf of the Central Intelligence Agency as a prior condition of the employment or other service of the person whose signature appears above.

WITNESS AND ACCEPTANCE:

XX

Signature

XX

Printed Name

XX

Date

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between

(Name - Printed or Typed)

and the United States

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information. I have been advised that Sensitive Compartmented Information involves or derives from intelligence sources or methods and is classified or classifiable under the standards of Executive Order 12065 or other Executive order or statute. I understand and accept that by being granted access to Sensitive Compartmented Information special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of Sensitive Compartmented Information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures. I understand that I may be required to sign an appropriate acknowledgment upon being granted access to each category of Sensitive Compartmented Information. I further understand that all my obligations under this Agreement continue to exist with respect to such categories whether or not I am required to sign such an acknowledgment.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention, or negligent handling of Sensitive Compartmented Information by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to Sensitive Compartmented Information. I further understand that I am obligated by law and regulation not to disclose any classified information in an unauthorized fashion.

4. In consideration of being granted access to Sensitive Compartmented Information and of being assigned or retained in a position of special confidence and trust requiring access to Sensitive Compartmented Information, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information, all information or materials, including works of fiction, which contain or purport to contain any Sensitive Compartmented Information or description of activities that produce or relate to Sensitive Compartmented Information or that I have reason to believe are derived from Sensitive Compartmented Information, that I contemplate disclosing to any person not authorized to have access to Sensitive Compartmented Information or that I have prepared for public disclosure. I understand and agree that my obligation to submit such information and materials for review applies during the course of my access to Sensitive Compartmented Information and thereafter, and I agree to make any required submissions prior to discussing the information or materials with, or showing them to, anyone who is not authorized to have access to Sensitive Compartmented Information. I further agree that I will not disclose such information or materials to any person not authorized to have access to Sensitive Compartmented Information until I have received written authorization from the Department or Agency that last authorized my access to Sensitive Compartmented Information that such disclosure is permitted.

5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the information or materials submitted pursuant to paragraph 4 set forth any Sensitive Compartmented Information. I further understand that the Department or Agency to which I have submitted materials will act upon them, coordinating within the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

6. I have been advised that any breach of this Agreement may result in the termination of my access to Sensitive Compartmented Information and retention in a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to Sensitive Compartmented Information. In addition, I have been advised that any unauthorized disclosure of Sensitive Compartmented Information by me may constitute violations of United States criminal laws, including the provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

7. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

NONDISCLOSURE AGREEMENT
SENSITIVE COMPARTMENTED INFORMATION

1. I, (print full name) _____, hereby acknowledge that I have received a security indoctrination concerning the nature and protection of certain classified information and intelligence sources and methods, which are known as Sensitive Compartmented Information, designated as: _____

and hereinafter referred to as "the designated Sensitive Compartmented Information."

2. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention or negligent handling of the designated Sensitive Compartmented Information by me could cause irreparable injury to the United States and be used to advantage by a foreign nation.

3. I have been advised of the security handling, storage, and transmittal procedures which are to be used to protect the designated Sensitive Compartmented Information, and the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures.

4. In consideration of being granted access to the designated Sensitive Compartmented Information, I pledge that I will never divulge such information, in any form or any manner, to anyone who is not authorized to receive it, without prior written authorization from an appropriate official of the United States Government.

5. I have been advised that any unauthorized disclosure of the designated Sensitive Compartmented Information by me may be a substantial violation of this agreement, and may result in the termination of my access. In addition, I have been advised that any such unauthorized disclosure by me may constitute violations of United States civil or criminal laws, including, as to the latter, the provisions of Sections 793, 794, and 798, Title 18, United States Code, and of Section 783, Title 50, United States Code.

6. I understand and agree that the United States Government may choose to apply, prior to any unauthorized disclosure of the designated Sensitive Compartmented Information by me, for a court order prohibiting such disclosure.

7. In any civil action which may be brought by the United States Government for breach of this agreement, the law of the District of Columbia shall govern the interpretation of this agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs, and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

8. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result or may result from any such disclosure, publication or revelation not consistent with the terms of this agreement.

SECRET
(When Filled In)

Per me / psp

I understand that no change in my employment status or relationship with the United States Government will relieve me of my obligation under this Agreement.

I have been advised of the procedures to follow in order to determine the identity of individuals who have been approved for access to this Project, the current estimate of hazard involved in travel to a foreign area or to resolve any other question which may arise under this Agreement.

| | |
|--|--|
| PROJECTS* | |
| NAME OF WITNESS (Type or Print) | NAME (Type or Print) |
| SIGNATURE OF WITNESS | SIGNATURE |
| REMARKS | NAME & ADDRESS OF AFFILIATION |
| PHASE _____ | CIA |
| SOCIAL SECURITY# _____ | DCI |
| DATE OF BIRTH _____ | IC |
| PLACE OF BIRTH _____ | DATE |
| | 24 October 1973 |

*The signator should place his initials after each Project name.

SECRET

SECRET
(When Filled In)

SPECIAL PROJECT SECRECY AGREEMENT

I acknowledge that I have been indoctrinated in the Project identified below and thus have received highly classified information relating to United States intelligence collection activities. I am aware that the unauthorized disclosure or negligent handling of such information could seriously affect the national defense and that the transmission or revelation of such information to unauthorized persons could subject me to prosecution under the Espionage Laws (Title 18, USCA, Sections 793 and 794).

I have been informed that approval for access to Project information may only be granted by Project Headquarters. I have also been informed that extraordinary security measures and controls have been established to protect Project information and that access to such information is restricted to those who "must know" based upon their present position or functional use. I agree to advise appropriate authorities of any change in my position or function and will execute a Termination Secrecy Agreement upon notification that such is required.

I realize that a briefing of this scope and depth, which identifies sponsorship, reveals codewords, and admits to the ultimate intelligence application of the Project, is given only to those individuals who have been specifically approved for the above identified Project at the highest level and that this type information may not be divulged to individuals with lesser levels of access.

I am aware that travel to certain hazardous or denied areas of the world such as the USSR, Communist China, and Sino-Soviet satellite areas may constitute an unacceptable security risk and I agree, until formally relieved of this requirement, to request authorization from Project Headquarters prior to undertaking such travel.

Having reviewed the above security requirements, I pledge that I will never publish or reveal, by any means, classified project information to unauthorized persons. Along with this pledge I recognize and accept the fact that I have a personal and individual responsibility for the protection of all such information in my possession no matter where generated nor how acquired and agree to abide by the security requirements and regulations established for the Project.

(When Filled In)

AGREEMENT

FILE

I have read and fully understand the briefing statement made available to me regarding _____. By virtue of this briefing, I acknowledge that I have been the recipient of information relating to a highly classified program of interest to the United States Government.

I have been advised that due to the nature of this activity and the maximum Presidential priority placed upon security accomplishment, extreme security measures and controls will be extended to protect program information. Therefore, access to the actual program and related information is strictly limited, and approval for access is granted only when it can be demonstrated that the individual will directly further the program and/or provide needed support.

In order to avoid any possible misunderstanding of the security factors involved, everyone cleared for access to _____ receives this briefing. _____ information will not be disseminated without the prior approval of Project Headquarters and there is to be no reference to _____ with other than _____ cleared personnel.

Having reviewed the above, I hereby accept the responsibility to handle information concerning _____ in accord with the security measures established. I will advise the briefing official of any change in my status so as to permit his review and, where necessary, effect an appropriate debriefing.

Signature_____
Printed Name_____
Title_____
Department of State
Organization10 August 1965

Date

Witnessed By: _____

SECRET

(When Filled In)

AGREEMENT

I have read and fully understand the briefing statement made available to me regarding Project _____ By virtue of this briefing, I acknowledge that I have been the recipient of information relating to a highly classified program of interest to the United States Government.

I have been advised that due to the nature of this activity and the maximum Presidential priority placed upon secure accomplishment, extreme security measures and controls will be extended to protect program information. Therefore, access to the actual program and related information is strictly limited, and approval for access is granted only when it can be demonstrated that the individual will directly further the program and/or provide needed support.

In order to avoid any possible misunderstanding of the security factor involved, everyone cleared for access to _____ receives this briefing. Information will not be disseminated without the prior approval of Project Headquarters and there is to be no reference to _____ with other than cleared personnel.

Having reviewed the above, I hereby accept the responsibility to handle information concerning _____ in accord with the security measures established. I will advise the briefing official of any change in my status so as to permit his review and, where necessary, effect an appropriate de-briefing.

(Signature)

Department of State
(Organization)

(Title)

12 June 62

(Date)

Witnessed by: _____